

## **REPRESENTATION AGREEMENT**

Client and Attorneys agree as follows:

### **I. PURPOSE OF REPRESENTATION**

**1.1 The Attorneys' Legal Services.** Attorneys will file lawsuits in the U.S. District Court on Client's behalf involving claims for discrimination as a result of the conduct of defendants subject to Title III of the Americans with Disabilities Act where attorneys find the cases to have merit.

### **II. THE DUTIES OF THE ATTORNEYS**

**2.1 Prosecution of your Cases.** Client and Attorneys agree that, if warranted upon an evaluation of the merits and likelihood of success of each case by Attorneys, Client's cases will be prosecuted to the extent possible under Title III of the ADA. Client agrees to accept notifications and transmission of documents from the regarding case(s) via electronic mail or text (SMS).

#### **2.2 Contingent Fees and Costs of Litigation.**

**Client has no obligation to pay any legal fees or expenses.**

Attorneys agree to diligently represent Client in these matters to their conclusion and further represent Client on a fully contingent basis. Attorneys will advance all costs and expenses that they deem necessary to resolve the issues. If the Client does not obtain a recovery or benefit in connection with this matter, there will be no obligation to pay any legal fees or expenses. If the action is unsuccessful, the Court may assess fees or costs against Client, including any Attorney's fees or costs. In such an event, Attorneys agree to fully reimburse Client on a timely basis for all such fees and costs as assessed or awarded by the Court to the fullest extent permitted by law.

If resolution of this matter results in a benefit or recovery for Client, and in all other situations in which a benefit or recovery is obtained by virtue of Attorney's efforts, the Client agrees that Attorneys are to be paid a fee commensurate with the Attorney's efforts, as well as reimbursement of costs and expenses advanced. Whether the benefit or recovery is obtained by settlement, judgment or otherwise, Attorneys will obtain the fees as well as its costs and expenses exclusively from Defendants or by application to the Court.

**2.3 Association of and Payments to Other Attorneys.** Client authorizes Attorneys to associate one or more other co-counsel on the Client's behalf if Attorneys

find it necessary. Client agrees that co-counsel may appear on Client's behalf in any proceeding involving this matter. Attorneys and co-counsel will share any award of attorneys' fees and expenses awarded by the Court against Defendants or obtained through a settlement agreement in accordance with the agreement between attorneys and co-counsel.

The division of fees by attorneys with other co-counsel may be determined upon percentage basis or upon time spent in assisting the prosecution of an action. The division of fees with co-counsel is the sole responsibility of the attorneys and will not increase any fees or costs that the attorneys would recover had co-counsel not been associated.

### **III. CLIENT CO-OPERATION**

**3.1 Cooperation in Conduct of the Litigation of Your Cases.** Client agrees to cooperate with Attorneys in the pursuit of the claims, including, discovery and other pretrial proceedings, trial, and appeals, if any.

Attorneys will inform Client of all important developments in the lawsuit. In all matters concerning conduct of the lawsuit, Client will carefully consider and be guiding by the recommendations of the Attorneys. These may relate, among other things, to the addition or deletion of parties or claims, compromise and settlement of claims, and the advisability and pursuit of related litigation or an appeal.

**3.2 Notification of Change of Address.** Client agrees to provide Attorneys with any changes of address, phone number or business affiliation during the time period in which the Attorney's services are required.

**3.3 No Special Benefits.** Client understands and acknowledges that Client will not receive any special benefits or monetary recovery. Client fully understands, and Client has agreed, that, currently, Title III of the ADA specifically disallows any monetary award to be recovered by individual plaintiffs, and that the only remedy currently available in ADA Title III cases, is that of injunctive relief to remove barriers that prevent equal access to qualified persons with disabilities.

Client agrees that Attorneys have not promised any special benefit, incentive, or monetary award (including loans for costs as reference in paragraph 2.2 of this Agreement) upon successful resolution of any of Client's cases and that Client is neither entitled to nor expects same.

Client agrees that Client is not entitled to any portion of any recovery by the Attorneys in the form of the Attorney's fees associated with any of the subject litigation

initiated on Client's behalf. Client agrees that all monies recovered, in the form of statutory Attorney's fees, or in lieu of statutory Attorney's fees, for the purpose of settlement, as a result of Attorney's prosecution of Client's cases, belong exclusively to Attorneys for providing said services.

Notwithstanding the above, Attorneys agree to pay Client reasonable expenses incurred by the Client in an amount already agreed upon.

#### IV. CONDUCT OF THE LITIGATION

**4.1 Power of Attorney.** Attorneys are granted a Power of Attorney as related to these cases so that they have full authority to prepare, sign, and file all legal instruments, pleadings, drafts, authorizations, and papers as shall be reasonably necessary to commence, conduct, and conclude their representation, including reducing to possession any and all things of value due Client under these claims should the Courts choose to make such award(s), as fully as Client could do in person. Attorneys are authorized and empowered to act as a negotiator in any and all settlement negotiations.

**4.2 Appeals.** While an appeal may be filed, Attorneys are not obligated to prosecute or defend such appeal. Client will be advised of the time deadlines for filing or responding to an appeal if such appeal is not to be prosecuted or defended by the Attorneys.

**4.3 Attorneys Have Not Warranted or Guaranteed the Outcome of Client's Lawsuit(s).** It is understood and agreed that: (a) Attorneys cannot warrant or guarantee the outcome of Client's case(s), and (b) obtaining a judgment does not guarantee that the opposing party will be able or willing to satisfy the judgment.

#### V. MISCELLANEOUS

**5.1 Right of Attorneys to Withdraw.** Attorneys may, at their option and with Court approval, withdraw from the lawsuit(s) and cease to represent the Client(s) for any reason consistent with Attorney's ethical and professional obligations.

Dated this 7/26/2023.

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\_\_\_\_\_  
CLIENT SIGNATURE

[REDACTED]

ADDRESS

[REDACTED]

[REDACTED]

TELEPHONE NUMBER

FOR ATTORNEYS:

DocuSigned by:  
*Jessica Molligan*  
522AFBC624304D8...  
\_\_\_\_\_  
Jessica Molligan

In Process

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WADE LAW, LLC

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*[Signature]*  
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J. LUKE SANDERSON